ing stamp is correct, in the absence of fraud or interference with the contracts between the stamp company and its subscribers, the cases seem wrong in forbidding this particular transfer of property, even though it was not contemplated by the plaintiff and may injure his business, nor, to support such rulings, does it seem possible to raise any implied obligation that the stamps shall not be used again for advertising purposes.

In a recent case non-transferable stamps were issued, large numbers of which the defendant purchased or exchanged for its own stamps. The stamps thus obtained were sold to brokers, redeemed in large lots, or resold to the plaintiff's subscribers at a lower rate than the plaintiff could sell them. The court enjoined such trafficking in the plaintiff's stamps. *Sperry & Hutchinson Co.* v. *Louis Weber & Co.*, 161 Fed. 219 (Circ. Ct., N. D. Ill.). The issuing company may place a condition of non-transferability upon the redemption of its stamps, as a railroad may upon the use of an excursion ticket. The purchaser of such a railroad ticket makes a formal, as distinguished from a consensual, contract not to transfer it, and the courts have enjoined ticket-scalpers from interfering in such a contract.[6] It is impossible to find any such enforceable contract between the customer who receives a trading stamp and the stamp company: they are never in privity, since the merchant does not act as agent for the stamp company. But such a formal contract is made between the merchant and his customer — in return for the premium the purchaser agrees to abide by the conditions under which it is given. The equitable jurisdiction to enjoin interference in this contract would seem to be clear.[7] Even though we discard this theory, it would seem that the presentation of non-transferable stamps for redemption by any but the original holders is a fraud upon the stamp company. And the perpetration of such fraud should be enjoined where, as in the present case, the legal remedy is inadequate by reason of the impossibility of distinguishing *bona-fide* holders of stamps from transferees.

THE IMPEACHMENT BY A STATE COURT OF THE JUDGMENT OF A SISTER STATE. — The question as to how far the judgments of the courts of a foreign country should be regarded as conclusive of the rights and liabilities thus determined has been the source of much controversy among jurists. It is recognized by all that some effect should be given such judgments, but without legislative sanction the authorities generally have hesitated to accept them as conclusive. The early English authorities are not harmonious. By some a foreign judgment was regarded as conclusive; by others, as merely *prima facie* evidence of an obligation enforceable in England, to be rebutted by showing the injustice of the claim, its fraudulent inception, or the lack of jurisdiction in the court over either the cause or the parties.[1] It seems to be settled in England now, however, that a foreign judgment, if rendered by a court of competent jurisdiction and not fraudulently obtained, is conclusive.[2] In this country the courts at first almost universally followed those English authorities which regarded such judgments as inconclusive and only *prima facie* evidence of the obligation. They did not, however, de-

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[6] Ill. Cent. Ry. Co. *v.* Caffrey, 128 Fed. 770; Bitterman *v.* Louisville, etc., Ry. Co., 207 U. S. 205. See 21 HARV. L. REV. 365.

[7] Angle *v.* Chicago, etc., Ry. Co., 151 U. S. 1.

[1] Story, Conflict of Laws, 8 ed., 826, 827 and cases cited.

[2] Bank of Australasia *v.* Nias, 16 Q. B. 717; Goddard *v.* Gray, L. R. 6 Q. B. 139.

termine the extent to which they would allow them to be impeached.[3] The present tendency of our courts is in the direction of the modern English view.[4]

This doctrine of the full recognition of the judgment of a foreign court is theoretically unimpeachable. Within the jurisdiction in which it is rendered a judgment in a personal action signifies that the law of that jurisdiction recognizes and asserts that the plaintiff has or has not certain legal rights and that the defendant is or is not under corresponding legal obligations.[5] And, of course, within that jurisdiction those legal rights and liabilities thereafter exist so long as the judgment remains in force. Logically, it would seem, a court should recognize private rights acquired through a foreign judgment to exactly the same extent that it recognizes private rights acquired in any other manner under foreign laws.[6] And although, aside from a question of comity, there is no reason in the nature of things why a court should recognize rights acquired under foreign law, yet if it recognizes them at all it should not discriminate against judgment rights.

But for the Constitution and Acts of Congress passed in pursuance of its provision requiring each state to give "full faith and credit" to judgments rendered in sister states, such judgments would be treated as foreign judgments, as they were before the formation of the Union.[7] The early doctrine as laid down by Chief Justice Marshall was that the judgment of a state court when sued on in another state could not be impeached on its merits, even for fraud.[8] The only ground for impeachment was lack of jurisdiction of the court rendering it. A dictum in a later case[9] has been thought by some to mean that the original claim upon which the judgment of a sister state was based could be examined more extensively than was formerly supposed. A recent case, however, holds that a judgment of a Missouri court is not impeachable in Mississippi, even if the original claim is based upon a contract made in Mississippi and illegal under Mississippi law. *Fauntleroy* v. *Lum*, 210 U. S. 230. On principle, as already seen, the decision seems sound. It is an extreme case and should settle all further controversy as to the conclusiveness of sister-state judgments.

Recovery of Payments Made under Compulsion. — The general rule is that one cannot recover money voluntarily paid with full knowledge of the facts, although the claim in satisfaction of which the payment was made was, in fact, illegal.[1] The policy of the law denies that a man may take inconsistent positions, repudiate his acts, and disturb a settlement voluntarily made by him, even though no sufficient consideration was received.[2] But this objection is not applicable to acts done under compulsion. It is therefore well settled that in the absence of consideration payments made

[3] Story, Conflict of Laws, 8 ed., 829.

[4] Ritchie *v.* McMullen, 159 U. S. 235. They will not, however, go the full length of the English doctrine; for a foreign judgment is not regarded as conclusive when rendered by a state which does not reciprocally treat our judgments as conclusive. Hilton *v.* Guyot, 159 U. S. 113.

[5] See 1 Black, Judgments, 2 ed., § 1.

[6] Godard *v.* Gray, *supra.*

[7] See Buckner *v.* Finlay and Van Lear, 2 Pet. (U. S.) 586, 592.

[8] Hampton *v.* McConnell, 3 Wheat. (U. S.) 234.

[9] Wisconsin *v.* Pelican Ins. Co., 127 U. S. 265.

[1] Elston *v.* City of Chicago, 40 Ill. 514.

[2] Peters *v.* R. R. Co., 42 Oh. St. 275.